

<i>SERFF Tracking Number:</i>	<i>EVST-125276489</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Everest National Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025925</i>
<i>Company Tracking Number:</i>	<i>AR-IM-20021105</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Non-Filed Inland Marine</i>		
<i>Project Name/Number:</i>	<i>Risk Managed Towing and Recovery Program/CW-IM-20018804</i>		

## Filing at a Glance

Company: Everest National Insurance Company

Product Name: Non-Filed Inland Marine

SERFF Tr Num: EVST-125276489

State: Arkansas

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: AR-PC-07-025925

Sub-TOI: 09.0000 Inland Marine Sub-TOI

Co Tr Num: AR-IM-20021105

State Status:

Combinations

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding

Author: Vanessa King

Disposition Date: 08/29/2007

Date Submitted: 08/29/2007

Disposition Status: Approved

Effective Date Requested (New): 10/01/2007

Effective Date (New): 10/01/2007

Effective Date Requested (Renewal): 10/01/2007

Effective Date (Renewal):

10/01/2007

## General Information

Project Name: Risk Managed Towing and Recovery Program

Project Number: CW-IM-20018804

Status of Filing in Domicile: Not Filed

Domicile Status Comments: This program is exempt from filing in Delaware, our state of domicile.

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08/29/2007

State Status Changed: 08/29/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We wish to file on behalf of Everest National Insurance Company our new On-Hook And Cargo Liability Coverage Form as well as new proprietary endorsements applicable to the Inland Marine Coverage Part to be used with our Risk Managed Towing and Recovery Program.

## Company and Contact

SERFF Tracking Number:	EVST-125276489	State:	Arkansas
Filing Company:	Everest National Insurance Company	State Tracking Number:	AR-PC-07-025925
Company Tracking Number:	AR-IM-20021105		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0000 Inland Marine Sub-TOI Combinations
Product Name:	Non-Filed Inland Marine		
Project Name/Number:	Risk Managed Towing and Recovery Program/CW-IM-20018804		

### Filing Contact Information

Vanessa King, Associate Manager, Filing and Regulation  
vanessa.king@everestire.com

P.O. Box 830 (908) 604-3267 [Phone]  
Liberty Corner, NJ 07938-0830 (908) 604-3546[FAX]

### Filing Company Information

Everest National Insurance Company	CoCode: 10120	State of Domicile: Delaware
477 Martinsville Road	Group Code: 1120	Company Type:
P.O. Box 830		
Liberty Corner, NJ 07938-0830	Group Name: Everest Re Group, Ltd.	State ID Number:
(908) 604-3000 ext. [Phone]	FEIN Number: 22-2660372	
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### Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

SERFF Tracking Number:	EVST-125276489	State:	Arkansas
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TOI:	09.0 Inland Marine	Sub-TOI:	09.0000 Inland Marine Sub-TOI Combinations
Product Name:	Non-Filed Inland Marine		
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08/29/2007	08/29/2007

<i>SERFF Tracking Number:</i>	<i>EVST-125276489</i>	<i>State:</i>	<i>Arkansas</i>
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<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Non-Filed Inland Marine</i>		
<i>Project Name/Number:</i>	<i>Risk Managed Towing and Recovery Program/CW-IM-20018804</i>		

## Disposition

Disposition Date: 08/29/2007

Effective Date (New): 10/01/2007

Effective Date (Renewal): 10/01/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: EVST-125276489 State: Arkansas

Filing Company: Everest National Insurance Company State Tracking Number: AR-PC-07-025925

Company Tracking Number: AR-IM-20021105

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: Non-Filed Inland Marine

Project Name/Number: Risk Managed Towing and Recovery Program/CW-IM-20018804

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	On-Hook And Cargo Liability Coverage Form	Approved	Yes
Form	On-Hook And Cargo Liability Supplementary Schedule	Approved	Yes
Form	Amendment of Exclusions	Approved	Yes
Form	Debris Removal Coverage	Approved	Yes
Form	Theft From An Unattended Vehicle	Approved	Yes
Form	Valuation Additional COndition - Shipments Of New Motor Vehicles	Approved	Yes
Form	Amendment Of Limits - Named Shipper	Approved	Yes
Form	Additional Coverage - Terminal Locations	Approved	Yes
Form	Supplemental Cargo	Approved	Yes

SERFF Tracking Number: EVST-125276489 State: Arkansas

Filing Company: Everest National Insurance Company State Tracking Number: AR-PC-07-025925

Company Tracking Number: AR-IM-20021105

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: Non-Filed Inland Marine

Project Name/Number: Risk Managed Towing and Recovery Program/CW-IM-20018804

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	On-Hook And Cargo Liability Coverage Form	EIH 00 500 06 07	06 07	Endorsement/Amendment/Conditions		0.00	EIH 00 500 06 07.pdf
Approved	On-Hook And Cargo Liability Supplementary Schedule	CM DEC 49 06 07	06 07	Declaration New s/Schedule		0.00	CM DEC 49 06 07.pdf
Approved	Amendment of Exclusions	EIH 68 501 06 07	06 07	Endorsement/Amendment/Conditions		0.00	EIH 68 501 06 07.pdf
Approved	Debris Removal Coverage	EIH 72 501 06 07	06 07	Endorsement/Amendment/Conditions		0.00	EIH 72 501 06 07.pdf
Approved	Theft From An Unattended Vehicle	EIH 72 502 06 07	06 07	Endorsement/Amendment/Conditions		0.00	EIH 72 502 06 07.pdf
Approved	Valuation Additional Condition - Shipments Of New Motor Vehicles	EIH 72 503 06 07	06 07	Endorsement/Amendment/Conditions		0.00	EIH 72 503 06 07.pdf
Approved	Amendment Of Limits - Named Shipper	EIH 72 505 06 07	06 07	Endorsement/Amendment/Conditions		0.00	EIH 72 505 06 07.pdf
Approved	Additional Coverage - Terminal	EIH 72 506 06 07	06 07	Endorsement/Amendment/Conditions		0.00	EIH 72 506 06 07.pdf

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	<b>Locations</b>		<b>ons</b>			
Approved	Supplemental	EIH 72	06 07	Endorseme New	0.00	EIH 72 507
	Cargo	507 06 07		nt/Amendm		06 07.pdf
				ent/Condi		
				ons		



# ON-HOOK AND CARGO LIABILITY COVERAGE FORM

## SCHEDULE OF COVERED VEHICLES

Vehicle #	Description Of Unit	VIN	Limit Of Liability
Per Vehicle Deductible		\$	
Maximum Deductible For Any One Loss		\$	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations or in the On-Hook And Cargo Liability Supplementary Schedule.			

### A. ON-HOOK AND CARGO

This form covers the insured's legal liability on all lawful goods and articles accepted by the Named Insured, while in due course of transit or in the process of recovery by a Scheduled Vehicle for direct physical loss, except as excluded. This form also provides coverage for the temporary storage of the contents of vehicles or trailers on the insured's described premises for up to 96 hours.

The Company shall not be liable for more than the Limit of Liability per each vehicle as shown in the Schedule above in any one loss or disaster, either in case of partial or total loss or salvage charges or any other charges, or expenses or all combined.

Each claim for loss or damage (separately occurring) shall be adjusted separately and from the amount of each adjusted claim or the applicable limit of liability, whichever is less, the sum of the Per Vehicle Deductible shown in the Schedule above for each vehicle, subject to the Maximum Deductible For Any One Loss shown in the Schedule above, shall be deducted. In the event of any

recovery or salvage on a loss which has been or is about to be paid, such recovery or salvage shall accrue entirely to the benefit of the Company under this policy until the sum paid by the Company has been satisfied.

### B. ADDITIONAL COVERAGES

In addition, we will provide you with the following protection for loss or damage resulting from a covered cause of loss. The limits applicable in this section are in addition to the limits of insurance otherwise stated.

#### 1. DEBRIS REMOVAL

- We will pay your expense to remove debris of covered property caused by or resulting from a covered cause of loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 90 days of direct physical loss or damage.
- The most we will pay under this additional coverage for the sum of all covered ex-

penses arising out of covered causes of loss during the policy period is \$5,000.

- c. This additional coverage does not apply to costs to:

- (1) Extract "Pollutants" from land or water; or
- (2) Remove, restore or replace polluted land or water.

## **2. POLLUTANT CLEAN UP AND REMOVAL**

- a. We will pay your expense to extract "Pollutants" from land or water if the discharge, dispersal, seepage, migration, release or escape of the "Pollutants" is caused by or results from a covered cause of loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 90 days of the date on which the covered cause of loss occurs. This additional coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "Pollutants". But we will pay for testing which is performed in the course of extracting the "Pollutants" from the land or water.
- b. Regardless of the number of locations, the most we will pay under this additional coverage for the sum of all covered expenses arising out of covered causes of loss during the policy period is \$10,000.

## **C. PROPERTY NOT COVERED:**

1. Property owned, hired by or rented to the insured;
2. Property insured in the custody of any other bailee unless endorsed hereon;
3. Paintings, statuary, other works of art and articles of virtue; and
4. Accounts, bills, currency, evidence of debt, securities, money, notes, jewelry or similar valuables under any circumstances.

## **D. COVERED CAUSES OF LOSS**

Covered Causes of Loss means Risks Of Direct Physical Loss Or Damage to Covered Property except those causes of loss listed in the Exclusions.

## **E. EXCLUSIONS**

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

1. Any dishonest act or connivance, infidelity, conversion or misappropriation by the insured, employees of the insured, subcontractor(s) of the insured;

2. Wear, tear, gradual deterioration, inherent vice, moths, or vermin;
3. Mysterious disappearance or any unexplained loss;
4. Injury or death to any person or animal riding in or upon any vehicle while being towed or transported;
5. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss;
6. Liability imposed by law upon the owners of any such towed or transported vehicle;
7. Breakdown of refrigeration equipment, regardless of the cause of breakdown;
8. Hostile or warlike action in times of peace or war, including action in hindering, combating or defending against an actual impending or expected attack, (a) by any government or sovereign power de jure or de facto, or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by any agent of any such government, power, authority or force;
9. Any weapon of war employing atomic fission or radioactive force whether in times of peace or war;
10. Insurrection, rebellion, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation of trade;
11. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy;
12. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder; or
13. Discharge, dispersal, release or escape of "pollutants" into or upon land, the atmosphere or any watercourse or body of water.

This exclusion 13. does not apply to the coverage provided in Additional Coverage 2. **Pollutant Clean Up And Removal.**

## **F. SPECIAL CONDITIONS**

1. It is hereby warranted that adequate transportation, loading, unloading and hoisting equipment will be used and the weight of any load

will not exceed the manufacturer's guaranteed lifting or weight capacity of any equipment used, including ropes, cables, blocks, tackle, slings or ramps.

2. Loss, if any, at the option of the Company, is to be adjusted with and paid to the insured or adjusted with and paid to the insured's customer directly.
3. The insured agrees that in the event of loss by theft, burglary or hold-up, immediate notification of such loss is to be given to the local policy authority.
4. Any act or agreement by the insured before or after loss or damage whereby any right of the insured to recover in whole or in part for loss or damage to property covered hereunder against any carrier, bailee or other party liable therefore, is released, impaired or lost, shall not be affected. The Company is not liable for any loss or damage which, without its written consent, has been settled or compromised by the insured.

5. Notice to any Agent or knowledge possessed by any Agent or by any other persons shall not effect a waiver or a change in any part of this policy, or stop the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

6. This policy shall be void if assigned or transferred without the written consent of the company.

#### **G. Coverage Territory**

We cover property wherever located within the continental United States of America and Canada.

#### **H. Definitions**

1. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Insured's Name:

Policy Number:

COMMERCIAL INLAND MARINE  
CM DEC 49 06 07

## ON-HOOK AND CARGO LIABILITY SUPPLEMENTARY SCHEDULE

Vehicle #	Description Of Unit	VIN	Limit Of Liability

**Insured's Name:**

**Policy Number:**[illegible]

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF EXCLUSIONS**

This endorsement modifies insurance provided under the following:

### **CONTRACTOR'S EQUIPMENT COVERAGE FORM**

**Section B – Exclusions** is amended as follows:

**1. Paragraph 2.b.** is replaced by the following:

**b.** Dishonest, fraudulent or criminal act committed by:

**(1)** You, any of your partners, employees, directors, trustees, or authorized representatives;

**(2)** A manager or a member if you are a limited liability company;

**(3)** Anyone else with an interest in the property, or their employees or authorized representatives; or

**(4)** Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

**2. The following exclusions are added to Paragraph 2.:**

**h.** Missing property, where the only proof of loss is unexplained or mysterious disappearance of Covered Property, or shortage of property discovered on taking inventory or any other instance where there is no physical evidence to show what happened to the Covered Property.

This exclusion does not apply to Covered Property in the custody of a carrier for hire.

**i.** The release, discharge, seepage, migration, dispersal or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal or escape is caused by a covered Cause of Loss. We will pay for any resulting loss caused by a Covered Cause of Loss.

**3. Paragraph 3.d.** is replaced by the following:

**d.** Contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot or rust.

**4. The following exclusion is added to Paragraph 3.:**

**f.** Humidity, dampness, dryness or changes in or extremes of temperature.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DEBRIS REMOVAL COVERAGE**

This endorsement modifies insurance provided under the following:

### **MOTOR TRUCK CARGO CARRIERS COVERAGE FORM**

- A.** The following Additional Coverage is added to Section **A – Coverages**:
1. We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
  2. This Additional Coverage does not apply to costs to:
    - a. Extract "pollutants" from land or water; or
    - b. Remove, restore or replace polluted land or water.
  3. The most we will pay under this Additional Coverage is \$2,500 in any one occurrence. This limit is in addition to the Limits of Insurance shown in the Declarations.
- B.** The following definition is added to **Section F – Definitions**:
- "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **THEFT FROM AN UNATTENDED VEHICLE**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO CARRIERS COVERAGE FORM

The following are added to **Section B. Exclusions:**

1. We will not pay for loss or damage caused by or resulting from theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were fully closed and locked and there are visible signs that the theft was the result of forced entry.
2. We will not pay for loss or damage caused by or resulting from theft of an entire vehicle unless:
  - a. We receive a signed and notarized statement from you that at the time of theft the windows, doors and compartments of the vehicle were fully closed and locked; and
  - b. If we find your vehicle, there are visible signs that entry into the vehicle was by force.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VALUATION ADDITIONAL CONDITION – SHIPMENTS OF NEW MOTOR VEHICLES**

This endorsement modifies insurance provided under the following:

### **MOTOR TRUCK CARGO CARRIERS COVERAGE FORM**

**A.** The following is added to Paragraph 1. of **Section E. – Additional Conditions** and is applicable only to shipments of “new motor vehicles” as defined in this endorsement:

1. The extent and classification of any damage occurring to a “new motor vehicle” while the motor vehicle is in the carrier’s custody shall be made by the shipper, and the shipper shall be the sole judge as to the applicable damage category as set forth in paragraphs (1), (2), and (3) below:

(1) **Reparable to “new car condition”** – If the shipper determines that the motor vehicle can be repaired to “new car condition”, the carrier will be liable to the shipper for:

(a) The cost of repair; and

(b) Any applicable survey fee.

(2) **Constructive total loss (CTL)** – If the shipper determines that the motor vehicle is reparable only to “used car standards”, the vehicle will be deemed a constructive total loss and be released to the carrier at dealer cost “as is, where is, and without warranty”.

As an alternative, and at the shipper’s sole discretion, the motor vehicle may be repaired, placed into company service and then sold as a used car. The carrier will be liable to the shipper for:

(a) The cost of repair; and

(b) 20% of the dealer new car cost; and

(c) Any applicable survey fee.

(3) **Total loss for scrap (TL).**

If the shipper determines that the motor vehicle is damaged to the point that its safety or performance may be questioned in spite of repairs, the vehicle will be deemed a total loss for scrap only. The carrier will be liable to the shipper for the full cost of the motor vehicle, including survey fees and salvage yard/storage fees, minus a salvage allowance of 10% of the dealer cost. The shipper will retain possession of the motor vehicle and arrange for final disposition of the scrap.

**B.** The following definitions are added to the **Definitions** Section:

1. “New car condition” means the vehicle has not been driven more than the limited use necessary in moving or road testing a new vehicle prior to delivery to a customer.

2. “New motor vehicle” means a motor vehicle that has never had the title or registration transferred from a manufacturer, distributor or dealer to an ultimate customer and has not been a demonstrator, executive or manufacturer’s vehicle, or a used or secondhand vehicle.

3. “Used car standards” means the vehicle can be repaired to safe driving condition but not to “new car condition”.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF LIMITS – NAMED SHIPPER**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO CARRIERS COVERAGE FORM

### **SCHEDULE**

<b>Designated Named Shipper</b>	<b>Per Vehicle Limit Of Insurance</b>	<b>Additional Premium</b>
	\$	\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Solely with respect to the Designated Named Shipper shown in the Schedule of this endorsement, the Limits of Insurance stated in the Declarations for Covered Property in or on any one vehicle is replaced by the limits shown above, but only while you are hauling property on behalf of that shipper.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL COVERAGE – TERMINAL LOCATIONS**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO CARRIERS COVERAGE FORM

### **SCHEDULE**

<b>Loc. No.</b>	<b>Terminal Location(s)</b>	<b>Limits Of Insurance</b>
		\$
<b>Limit For Newly Acquired Terminals: \$</b>		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A.** The following Additional Coverages are added to Section **A – Coverages**:

#### **1. Terminal Locations**

We will pay for direct physical loss or damage from a Covered Cause of Loss to Covered Property described in the Declarations while at a terminal location described in the Schedule of this endorsement or within 100 feet of the described terminal.

#### **2. Newly Acquired Terminals**

We will cover terminal locations that you acquire during the policy period for 60 days from the date you acquire the terminal or until you report the newly acquired location to us, whichever comes first.

You must pay any additional premium due from the date you acquire the terminal location.

The most we will pay for any newly acquired terminal in any one loss is the limit shown in the Schedule for Newly Acquired Terminals.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SUPPLEMENTAL CARGO**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO CARRIERS COVERAGE FORM

The following is added to Paragraph **A.1. Covered Property**:

1. We also cover those autos you do not own, lease, hire, rent or borrow that are transported by you in connection with your business and subsequently off-loaded from an auto and driven by you to a final destination point, the distance to which shall be no more than 10 (ten) road miles from the point of off-loading.

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## **Rate Information**

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>EVST-125276489</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Everest National Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025925</i>
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## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b> Approved	08/29/2007
<b>Comments:</b>			
<b>Attachment:</b>			
Transmittal.pdf			

**Property & Casualty Transmittal Document (Revised 1/1/05)**


<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>
	a. Date the filing is received:
	b. Analyst:
	c. Disposition:
	d. Date of disposition of the filing:
	e. Effective date of filing:
	f. State Filing #:
	g. SERFF Filing #:

<b>3. Group Name</b>	<b>Group NAIC #</b>
Everest Re Group, Ltd.	1120

<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>
Everest National Insurance Company	DE	10120	22-2660372

<b>5. Company Tracking Number</b>	<b>AR-IM-20021103</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Vanessa King 477 Martinsville Road Liberty Corner, NJ 07938-0830	Assoc Mgr	(908) 604-3267	(908) 640-3526	vanessa.king@everestre.com
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>	Vanessa King			

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	Commercial Inland Marine
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	
<b>11. State Specific Product code(s) (if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title</b> (Marketing title)	Risk Managed Towing and Recovery Program
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other
<b>14. Effective Date(s) Requested</b>	New: 10/1/2007                      Renewal:
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	
<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	
<b>19. Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	<b>AR-IM-20021103</b>
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<b>21. Filing Description</b> [This area should be similar to the body of a cover letter and is free-form text]
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We wish to file on behalf of Everest National Insurance Company our new On-Hook And Cargo Liability Coverage Form as well as new proprietary endorsements applicable to the Inland Marine Coverage Part to be used with our Risk Managed Towing and Recovery Program.

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
---

**Check #:**  
**Amount:**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>AR-IM-20021003</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	On-Hook And Cargo Liability Coverage Form	EIH 00 500 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	On-Hook And Cargo Liability Supplementary Schedule	CM DEC 49 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	Amendment of Exclusion	EIH 68 501 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	Debris Removal Coverage	EIH 72 501 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	Theft From An Unattended Vehicle	EIH 72 502 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	Valuation Additional Condition – Shipments Of New Motor Vehicles	EIH 72 503 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
07	Amendment Of Limits – Named Shipper	EIH 72 505 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
08	Additional Coverage – Terminal Locations	EIH 72 506 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
09	Supplemental Cargo	EIH 72 507 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
10			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

To be complete, a form filing must include the following:

1. A completed Form Filing Schedule Document (PC FFS-1) (**Do not refer to the body of the filing for the forms listing.**) and,
2. A completed Property & Casualty Transmittal Document (PC TD-1), and
3. One copy of each form to be reviewed for the reviewer's records, and
4. One copy of any other components/exhibits submitted with the filing, and
5. The appropriate state Review Requirements, if required, and
6. The appropriate filing fees, if required, and
7. A postage-paid, self-addressed envelope large enough to accommodate the return.
8. You should refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**RATE/RULE FILING SCHEDULE**

(This form must be provided **ONLY** when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

**(Do not refer to the body of the filing for the component/exhibit listing.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		
<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)		
<input type="checkbox"/>	Rate Increase	<input type="checkbox"/>	Rate Decrease
<input type="checkbox"/>	Rate Neutral (0%)		
<b>3.</b>	<b>Overall percentage rate impact for this filing</b>		
<b>4.</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5.</b>	<b>Effect of Rate Filing – Number of policyholders</b>		
<b>6.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>		
<b>7.</b>	<b>Rate Change by Company</b>		
	<b>Company Name</b>	<b>Percentage Change</b>	<b>Effect of Rate Filing</b>
			<b># of policyholders for this program</b>
			<b>Written premium change for this program</b>
<b>8.</b>	<b>Overall percentage of last rate revision</b>		
<b>9.</b>	<b>Effective Date of last rate revision</b>		
<b>10.</b>	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>		
<b>11.</b>	<b>Exhibit Name/Description /Synopsis</b>	<b>Rule # or Page #</b>	<b>Replacement or Withdrawn?</b>
			<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither
02			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither
03			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither
04			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither
05			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither

To be complete, a rate/rule filing must include the following:

1. A completed Rate/Rule Filing Transmittal document (PC RRFS-1) (Do not refer to the body of the filing for the component/exhibit listing.) and,
2. A completed Property & Casualty Transmittal Document (PC TD-1) and,
3. One copy of all rate/rule components/exhibits submitted with the filing, and
4. The appropriate state review requirements, if required, and
5. The appropriate filing fees, if required, and
6. A postage-paid, self-addressed envelope large enough to accommodate the return
7. You should refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)